IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY AND ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.1405 OF 2002
IN
SUIT NO.1656 OF 2002

Tata Engineering & Locomotive Co.Ltd... Plaintiffs

Vs.

Pritpal Singh and Anr. .. Defendants

Mr.Gaurav Joshi with Mr.Avinash Joshi and Mr.D.D.Mehta for the plaintiffs

CORAM : S.U.KAMDAR, J

DATED : 18TH AUGUST, 2005

P.C.:

1. By the present Notice of Motion, plaintiffs are seeking that the Court Receiver be appointed Receiver of the Vehicle described in Exhibit 'G' to the plaint which was given on hire purchase to the defendants with the power of sale.

2. Notice of Motion is served on the defendants. Affidavit of service dt.13.3.03 is filed. From the perusal of the record, it is clear that there was Hire Purchase Agreement between the plaintiffs and the defendants dt.22.4.98 wherein

the said vehicle was given to the defendants. The defendants is not contesting the present motion. In view thereof, motion is made absolute in terms of prayer clause (a). However, it is clarified that the net sale proceeds thereof be deposited in court by the Court Receiver which will be invested by the Prothonotary & Senior Master, High Court, Mumbai initially for a period of one year and renew the same from time to time till further orders. Motion disposed of accordingly. No order as to costs.